

A.G. Contract No.: KR03-0473TRN  
ADOT ECS File No.: JPA 02-215  
Project: EPIC 2  
Section: Nogales, AZ, Port-of-Entry  
TRACS No.: H5879 01X  
Budget Source Item No.: 74703

## AGREEMENT

BETWEEN  
THE ARIZONA DEPARTMENT OF TRANSPORTATION  
AND  
THE ARIZONA DEPARTMENT OF PUBLIC SAFETY

THIS AGREEMENT IS ENTERED INTO November 18, 2004, pursuant to the Arizona Revised Statutes, Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and ARIZONA DEPARTMENT OF PUBLIC SAFETY ("AZDPS").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Sections 28-401 and 28-402 to enter into this Agreement, copies are attached hereto and made a part hereof, and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The AZDPS has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of AZDPS.

3. The State has jurisdiction and authority over all State highways, routes, and airports. It administers driver and vehicle registration and revenue programs, and provides motor vehicle, driver, and aviation-related registration and enforcement. The State also administers commercial vehicle regulation, safety, and taxation programs, and provides systems design, construction, and maintenance for State highways, airports, and public transportation.

### II. PURPOSE

1. The State and the AZDPS agree to collaborate to ensure the successful operation of the EPIC 2 Systems Integration Project described herein. The following is an overview of each Party's responsibilities to this Agreement in conjunction with the items listed in Section IV. AGREEMENT herein. The State will provide monitoring the development, installation, integration and evaluation of the commercial vehicle processing and traffic management systems. The State will maintain certain equipment operated or overseen exclusively by ADOT including all computer hardware purchased through ITG under the EPIC 2 Systems Integration Project through the warranty period. The AZDPS will be responsible for all office equipment costs upon the expiration of the warranty period. The AZDPS will lend technical assistance to support EPIC 2 ITS System. The AZDPS will be responsible for ensuring the successful operation of the EPIC 2 system. The funding for this Agreement will be available through a federal grant under TRACS No. H5879 01X.

NO. 27227  
Filed with the Secretary of State  
Date Filed: 11/18/04

Janice K. Brewer  
Secretary of State

By: David J. Graenewald

### **III. BACKGROUND AND CONCEPT**

1. Arizona's main commercial truck crossing is located approximately three miles west of central Nogales, Arizona at Mariposa Road (SR 189). The Nogales port, which connects the U.S. with the Mexican State of Sonora, is one of ten busiest cargo ports along the entire U.S.-Mexico border. The Nogales cargo port is staffed by both federal and state regulators who have the responsibility of ensuring that all commercial vehicles and their operators entering the U.S. at this border crossing are in full compliance with federal and state laws.

2. In order to accelerate the lawful throughput of commercial vehicles and their drivers, the U.S. Department of Transportation initiated the International Border Clearance (IBC) program in the early 1990s as a means to test the feasibility of utilizing ITS technologies at ports-of-entry to facilitate trade and transportation safety. One of the selected sites for the original IBC program was the Nogales port-of-entry, which successfully proved the concept of electronic clearance of commercial vehicles at border crossing under the project, entitled "Expedited Processing at International Crossings (EPIC)."

3. This Agreement deals with the second phase of the original EPIC project, which involves the installation of additional ITS technologies, and the integration of these features with the existing components at the Nogales federal-state compound.

4. The second phase of the EPIC project combines proven ITS technologies to provide a carefully crafted blend of expedited processing, compliance monitoring, and traffic management. The ITS features, which will assist the Nogales port-of-entry compound, will include some expansion and integration of the existing technologies, as well as introducing some new technological enhancements. These technologies provide additional information on the current commercial vehicle status and historical data to the compound personnel. The data gathered in the compound is stored in a database for real-time and future referencing. This information is accessible through a shared Local Area Network (LAN), which is available to the authorized users from several agencies located within the compound.

5. The technologies include the Slow Weigh-In-Motion (SWIM) system, Closed-Circuit TV (CCTV) monitoring system, Automated Vehicle Identification (AVI) system, Variable Message Sign (VMS), digital imaging equipment, database system for storage and integration of information from all of the technologies, communications system, and ancillary equipment. A brief description of each of the proposed ITS elements are provided below.

#### **Slow Weight-In-Motion (SWIM) System:**

1. This system is currently in place and is the first ITS component that a commercial vehicle will encounter when entering the compound from Mexico. This device weighs the vehicles as they enter the Drug Screening Area (DSA). Previously, there was no method of identifying and associating the vehicle to the weight after it left the DSA. The EPIC system integrates and stores the information from the SWIM with information from AVI, and/or other electronic instrumentation that aids in linking the weight to the vehicle.

#### **Closed-Circuit TV (CCTV) System:**

1. As part of the EPIC project the CCTV system has been expanded to include additional cameras and a server for State and other associated regulatory agencies.

2. Closed-circuit television cameras have been installed at various locations within the federal-state complexes to allow the personnel to monitor the movements of the commercial vehicles and their operators, as well as to view and monitor various locations within the compound. The State Inspection Building will also house several CCTV cameras.

#### **Automated Vehicle Identification (AVI) System:**

1. After carriers are registered, this system will allow all of the data, which is gathered throughout the compound, to be linked to the proper vehicle and driver. The AVI system will be capable of reading the tags of the tractor, trailer, and driver, thus identifying the location of the vehicle in the compound. The first AVI encountered, when entering the U.S. from Mexico, is at the DSA. This location allows the vehicle's current weight from the SWIM to be available to personnel elsewhere within the compound. Each of the Rapid Enforcement Lane (REL) booths has an AVI detection zone. These zones assist the personnel in these booths with any information contained in the EPIC 2 system on vehicles' current border-crossing and historical information.

2. This information includes a digital image of registered vehicle tractors, trailers, and drivers. There are AVI detection zones in the inspection lanes of the X ray units, State inspection building, and scale site. These zones assist the inspectors in the identification of the vehicles to be examined. There are AVI detection zones prior to the VMS to instruct the drivers about their next inspection location. The AVI system will monitor the exit points of the compound, as well as the movements of the vehicles traveling to Mexico from two locations in the southbound lanes.

#### **Variable Message Sign (VMS):**

1. The VMS installed by ADOT within the compound is used to assist with the traffic management and control and to provide relevant information to the commercial vehicle drivers. The principal information to be displayed by the VMS will be to direct the drivers to the proper inspection station and to provide the final clearance message. The VMS will be used in conjunction with the AVI system to display the destination of the vehicle approaching the sign.

#### **Digital Imaging Equipment:**

1. This equipment will be used to capture images of the vehicles and drivers as they are tagged. These images will be stored in the EPIC 2 system database for each vehicle and will allow visual confirmation as the vehicle approaches any booth or inspection station.

2. A separate digital imaging function will also be utilized in the inspection of vehicles. This automated equipment captures a digital image of the US DOT number on each truck.

#### **Database System:**

1. The database system stores all of the data gathered in the compound. This system identifies vehicles for inspections through various strategies, including selected, random, and queuing-based strategies. The system identifies the vehicle approaching a VMS and displays the inspection station, which is to inspect the vehicle. Inputs to this database are from various electronic and keyed-in entries. This system has many real-time and historical reporting functions.

**Communications System:**

1. The communications system, over which the referenced ITS components must rely, consists of fiber-optic and twisted-pair copper cables, placed in underground conduits. The communications infrastructure is connected to the LAN system between buildings. The communications equipment also includes ITS field controllers and cabinets.

**Peripheral and Ancillary Equipment:**

1. Peripheral and ancillary equipment, which will support the LAN network includes PC-based workstations, hubs, servers, and media converters.

**IV. AGREEMENT****STATE:**

1. As an EPIC 2 stakeholder, State will have the following responsibilities:
  - Monitor the development, installation, integration, and evaluation of the proposed systems.
  - Design the high-tech commercial vehicle processing and traffic management systems.
  - Install and maintain the ITS field devices within the federal-state complexes as shown and described in the plans and specifications.
  - Maintain all computer hardware (thirteen PCs and five Panasonic Toughbooks) purchased through ITG under the EPIC 2 systems integration project through the warranty period.
  - Furnish and maintain the Microsoft and McAfee products for the personal computers purchased through ITG under the EPIC 2 systems integration project through the warranty period.
  - The State contractor will furnish, install, set up, and configure personal computers and associated components (e.g., monitors, printers, cabling, interface devices, and other ancillary elements) in the agency's facility whose name appears in this Agreement.
  - The State contractor will provide initial training for systems users.
  - Maintain certain equipment operated or overseen exclusively by ADOT.
  - Collaborate with the other designated agency users of the EPIC 2 system, whenever practical, to ensure its successful operation.

**ARIZONA DEPARTMENT OF PUBLIC SAFETY:**

1. As an EPIC 2 stakeholder, the AZDPS will have the following responsibilities:
  - Provide the required office furniture to accommodate the personal computer workstations, printers, and other required components for their respective work areas, as related to the EPIC 2 systems integration project.
  - Absorb all costs associated with the operation and maintenance of the above office equipment (including the personal computers and associated software products) upon the expiration of the warranty period.
  - Lend technical assistance to support the functionality of the EPIC 2 ITS system.
  - Collaborate with the other designated agency users of the EPIC 2 system, whenever practical, to ensure its successful operation.

**V. AMENDMENT**

1. This Agreement may be amended at any time upon mutual written agreement between both parties. No agent, employee, or other representative of any party to this Agreement is empowered to alter any of the terms unless it is done in writing and signed by the designated officers of the respective parties, their authorized representatives, or duly appointed successors.

**VI. MISCELLANEOUS PROVISIONS**

1. This Agreement shall become effective upon signature of the parties hereto.

2. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

3. The State reserves the right to immediately terminate this Agreement at its discretion. Instances that may warrant such termination shall include, but are not limited to at a minimum, the following:

a. Misrepresenting the State's involvement in this Agreement.

b. Inappropriate comments or behavior inconsistent with the goals and mission of the State.

4. The AZDPS shall not transfer, assign or otherwise dispose of all or any part of the Agreement or the rights hereunder without prior written consent of the State.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement.

6. The terms, conditions and provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the effective date of this Agreement unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this Agreement may be terminated by the State at any time upon a thirty (30) day written notice to AZDPS.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The provisions of Arizona Revised Statutes Section 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.

8. In the event of any controversy between the AZDPS and the State, that may arise out of this Agreement, regardless of amount or subject, the parties hereto agree to abide by binding arbitration pursuant to in Arizona Revised Section 12-1518.

9. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, Arizona 85007-3212


Arizona Department of Public Safety  
Dennis Garrett  
2102 West Encanto Boulevard  
Phoenix, Arizona 85005-6638

11. Attached hereto is the written determination of each party's legal counsel whom is authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

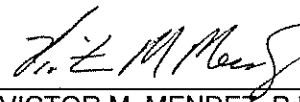
12. All terms of this Agreement are hereby acknowledged and agreed, as certified by the signatures of the Designated Officers affixed hereto.

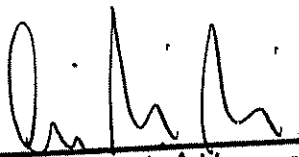
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

STATE OF ARIZONA  
Department of Public Safety

By   
DENNIS GARRETT  
Director

STATE OF ARIZONA  
Department of Transportation

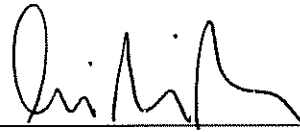
By   
VICTOR M. MENDEZ, P.E.  
Director

 10/20/04  
**Assistant Attorney General**  
**Approved as to Form**

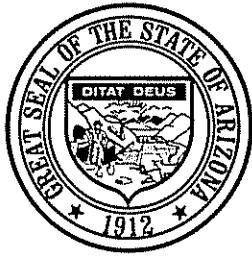
ATTORNEY APPROVAL FORM FOR  
ARIZONA DEPARTMENT OF PUBLIC SAFETY

I have reviewed the above-referenced Intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the ARIZONA DEPARTMENT OF PUBLIC SAFETY, an Agreement among public agencies that has been reviewed pursuant to A.R.S. Sections 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the ARIZONA DEPARTMENT OF PUBLIC SAFETY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 20<sup>th</sup> day of October, 2004.

  
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Assistant Attorney General



**ATTORNEY GENERAL  
CIVIL DIVISION  
TRANSPORTATION SECTION**

**MEMORANDUM**

Jeffrey T. Murray  
Assistant Attorney General

Direct: (602) 542-8859  
Fax: (602) 542-3646

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0473TRN (**JPA 02-215**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 8, 2004.

TERRY GODDARD  
Attorney General

  
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JEFFREY T. MURRAY  
Assistant Attorney General  
Transportation Section